**THE HONOURABLE SRI JUSTICE GODA RAGHURAM**

**WRIT PETITON NO.6121 OF 2007**

BETWEEN:

Y.Anantha Reddy son of Laxma Reddy

..Petitioner

VS.

The Assistant General Manager, State Bank of India, Hyderabad and others

..Respondents

**THE HONOURABLE SRI JUSTICE GODA RAGHURAM**

**WRIT PETITON NO.6121 OF 2007**

**ORAL ORDER**

This is a strange writ petition. The petitioner assails the auction-cum-sale notice dated.24-02-2007 published in a

Telugu daily on 26-02-2007 as invalid insofar as it relates to Flat No.1, First Floor, Plot No.20 and 20-A of Jai Bhavani Apartment, Bapuji Nagar, Nacharam, Hyderabad.

The petitioner claims to be in the Real-estate business; so also the 4th respondent. He and the 4th respondent were friendly. As a product of such affinity the 4th respondent according to the petitioner used to borrow money from the petitioner. In all the 4th respondent borrowed Rs.7 lakhs from the petitioner and passed on some cheques to the petitioner as a measure of security for the amount borrowed. As the 4th respondent was not in a position to repay the loan, he asked the petitioner to purchase his flat in the schedule premises, adjust the amount due from him and pay him the balance if any.

According to the petitioner, out of concern for his friend-the 4th respondent, he agreed to this arrangement and consequently was put in possession of the flat in question. The petitioner states to have asked the 4th respondent to execute a sale deed which the 4th respondent failed to do. While so the petitioner came across the letter of the 1st respondent dated.22-11-2006 addressed to the 4th respondent where under the 1st respondent claims to have been the transferee of the 4th respondent's loan account and calls upon the 4th respondent to discharge the debt due by the 4th respondent to the bank failing which appropriate proceedings would be initiated.

Further according to the petitioner, he met the 2nd respondent and informed the said respondent that he is residing in the flat for the last six years and promised to discharge the

entire debt due to the bank by the 4th respondent without claiming release of the title deed in his favour. The petitioner asserts that the 2nd respondent agreed to this arrangement. While so the 3rd respondent issued the impugned auction-cum-sale notice bringing to sale through a pubic auction (18 items) constituting the collateral security on the secured assets of the bank presumably transferred to the 1st respondent under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act,2002 ( for short "the 2002 Act"), including his property. In the circumstances the petitioner assails the sale-cum-auction notice.

Neither from the pleadings nor from the oral arguments at the Bar is it apparent that the petitioner has either a transfer of the title in his favour from the 4th respondent nor a legitimate expectation to the property in question. There is no written agreement of sale. Since possession is also claimed to have been made over, its' a compulsorily registerable document in Andhra Pradesh. The agreement of sale has not been registered.

In the circumstances the petitioner has no lawful nexus to the property in question and cannot initiate any proceedings to interdict the sale-cum-public auction by the respondent-Bank. The petitioner is not even in lawful possession of the property, in a manner known to law. He is a mere occupier of the premises.

For all the aforesaid reasons no relief can be granted. The writ petition is accordingly dismissed at the stage of admission. No order as to costs.

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**GODA RAGHURAM,J**

26th MARCH 2007

***TSNR/PVSN**